

AGREEMENT  
BETWEEN  
CITY OF ELY FIRE DEPARTMENT  
AND  
OPERATING ENGINEERS, LOCAL 3  
JULY 1, 2012 TO JUNE 30, 2013

## TABLE OF CONTENTS

ARTICLE 1-	PREAMBLE
ARTICLE 2-	RECOGNITION
ARTICLE 3-	DEFINITION
ARTICLE 4-	NON DISCRIMINATION
ARTICLE 5-	DISCIPLINARY ACTION
ARTICLE 6-	CREATION OF NEW JOB CLASSIFICATIONS and GRADE
ARTICLE 7-	PERSONNEL FILE
ARTICLE 8-	STEWARDS
ARTICLE 9-	ORIENTATIONS and NEW EMPLOYEES
ARTICLE 10-	UNION DUES
ARTICLE 11-	RETIREMENT
ARTICLE 12-	BUSINESS EXPENSES
ARTICLE 13-	UNION BUSINESS LEAVE
ARTICLE 14-	JURY DUTY/COURT APPEARANCE
ARTICLE 15-	CLOTHING, UNIFORM
ARTICLE 16-	BUSINESS TRAVEL
ARTICLE 17-	MEDICAL AND LICENSE REQUIREMENTS
ARTICLE 18-	LAY OFF
ARTICLE 19-	LEAVE OF ABSENCE
ARTICLE 20-	SICK LEAVE
ARTICLE 21-	BEREAVEMENT LEAVE
ARTICLE 22-	MILITARY LEAVE
ARTICLE 23-	GRIEVANCE PROCEDURE
ARTICLE 24-	SENIORITY
ARTICLE 25-	HOURS OF WORK
ARTICLE 26-	LONGEVITY PAY
ARTICLE 27-	HOLIDAYS and HOLIDAY PAY
ARTICLE 28-	VACATION BENEFITS
ARTICLE 29-	GROUP INSURANCE
ARTICLE 30-	STRIKES
ARTICLE 31-	SAVINGS CLAUSE
ARTICLE 32-	WARRANT OF AUTHORITY; EFFECTS DATES and DURATION
EXHIBIT A-	SALARIES

**ARTICLE 1**  
**PREAMBLE**

A. This agreement is entered into by the City of Ely, Nevada. Hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent of this agreement to assure sound and mutually beneficial working and economic relationship between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this agreement.

C. It is recognized by both the City and the Union and the employees the City is engaged in rendering public service to the general public and that there is an obligation on each part for the continuous rendition and availability of such services.

D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

**ARTICLE 2**  
**RECOGNITION**

Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the City of Ely, Nevada hereinafter referred to as the "City" recognizes the Operating Engineers Local 3, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining Agent excluding the Chief but to include Assistant Chiefs and all classifications beneath this grade as defined for the purpose of collective bargaining. The Union makes the agreement in its capacity as the exclusive bargaining agent for the City Fire Department Bargaining Unit.

**ARTICLE 3**  
**ASSISTANT FIRE CHIEF/FIRE PREVENTION OFFICER**  
Assistant Fire Chief

**DEFINITION**

Under general direction, as a shift supervisor, is responsible for all operating, maintenance and inspection functions of a fire station; responds to fire alarms, and pending arrival of the Fire Chief, assumes command in such emergency situations; trains and supervises volunteer personnel.

**EXAMPLES OF DUTIES** (The following is used as a partial description and is not restrictive as to duties required.)

Responds to fire alarms and directs fire suppression activities in the absence of the Fire Chief; evaluates the fire; determines appropriate techniques to combat it; supervises the laying of hoselines, placement of equipment, direction of suppressants, first aid and rescue activities, performs the duties of an Emergency Medical Technician. In the presence of the Fire Chief, directs volunteer personnel and equipment

in carrying out the orders of the Fire Chief. Assists in fire prevention programs. Coordinates company inspections of fire target hazards and commercial buildings for pre-fire planning. Conducts or assists in investigations of cause of fire and prepares recommendations as to action to be taken. Estimates extent of damage and loss. Supervises and participates in the cleaning, repair and maintenance of equipment, quarters and apparatus. Provides on-the-job training to volunteer personnel. May testify in court or other proceedings. Prepares various records and reports. Frequent public contact when inspecting, fighting fires, at school fire drills and other school programs, answering questions, giving directions in emergency situations and with other regulatory agencies. Performs related work as required. Any added duties will be negotiated by the parties.

#### DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Through Knowledge of: Principles and equipment used in the suppression and prevention; first aid and rescue techniques; physical layout of the City and County; causes and characteristics of fires; zoning, building construction; preservation of evidence; incendiary methods and materials. Skill in the application of firefighting methods and techniques and in the use and general care of facilities and equipment. Ability to: Supervise and train others in firefighting techniques to specific situations; communicate effectively in both oral and written form; establish and maintain effective working relationships; perform with physical strength and agility. Willingness to work shifts, overtime, weekends and holidays.

#### PREFERRED EDUCATION AND EXPERIENCE

Graduation from high school, preferably supplemented by recognized courses in firefighting, fire hydraulics, first aid and related courses, and three years experience on fire suppression and prevention activities, of which one year was in a supervisory capacity, or an equivalent combination of education and experience.

License: Must possess a valid Nevada Motor Vehicle operator's license prior to appointment, and must possess EMT Certification with Defibrillator Ambulance Attendant license, upon appointment.

#### Fire Prevention Officer

Works under general direction of Fire Chief as inspector and fire code enforcement personnel, is responsible for the inspection of and fire code enforcement for commercial premises, schools, day care centers, and other public accessible accommodations and areas within the City of Ely, conducts fire flow and pressure testing of the City's fire hydrant system, organizes fire safety/prevention education programs; relieves and assumes duties and responsibilities of Assistant Fire Chief in the event of their absence.

Compensation for time worked as relief personnel shall be in the form of compensatory time off unless arrangements for payment have been made prior to work period in question.

**ARTICLE 4**  
**Non Discrimination**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, age, national origin or because of political or personal reasons or affiliations. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

**ARTICLE 5**  
**Disciplinary Action**

When an employee's conduct or job performance falls below that which is expected of the position, the supervisor shall promptly and specifically inform the employee of the deficiencies in writing and have a copy placed in the employee's personnel folder. After discussion, a reasonable period of time for improvement or correction may be allowed before initiating disciplinary action for not less than thirty or more than ninety days. Any discipline issued under this Article may be grieved by the Employee as outlined under Article 23 of this Agreement.

Written reprimands may be removed from the Employee's personnel file at the written request of an Employee 12 months after the date of the reprimand. Removals will be at the discretion of the City based on the nature of the reprimands and the Employee's performance after the reprimand was issued. A denial of request for removal of a written reprimand will be forwarded to the Union and be subject to the grievance process.

Disciplinary action may consist of, but not limited to, written reprimand, leave without pay, or termination.

**ARTICLE 6**  
**CREATION OF NEW JOB CLASSIFICATIONS AND GRADES**

If, at any time either the City or the Union feels that a new job classification should be written or the grades for a particular job classification is incorrect or inappropriate, shall negotiate the changes.

**ARTICLE 7**  
**Personnel File**

A. Each employee shall have the right, upon written request and at any reasonable time, to review the material in his/her personnel file.

B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

C. All material in the file must be signed by the employee and the source of the material and dated. No anonymous letters or material shall be placed in this file.

D. An employee on written request to the City may receive copies of all materials in their personnel file.

## **ARTICLE 8**

### **Stewards**

A. The Union may designate one (1) employee as shop steward and this steward shall be authorized to meet and confer with City employees and department heads concerning the enforcement of the provisions and terms of this agreement and other working conditions.

B. The Union Business Representative and the steward may meet with the City Council or the City Clerk/Administrator or his designee for the purpose of communicating concerns of the parties.

## **ARTICLE 9**

### **Orientation and New Employees**

The Union shall be notified of the employment of employees within the bargaining unit. The Union steward will be granted time to orient all new employees concerning the Union. All orientation shall not be done on City of Ely property or premises. New hire employees will be subject to whatever probation time the City of Ely insurance carrier requires, not to exceed six (6) months.

## **ARTICLE 10**

### **Union Dues**

A. Employees authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the City from an employee, the City agrees to deduct from the wages of the employee. The amount of one half the total amount bi-weekly.

B. The sums deducted shall be forwarded to the Union after the deduction has been made. The City also agrees to supply each time, the Union with a list of employees who have authorized deduction. If the employee is new, the list will state "add." If the employee leaves the City, the form will state "delete."

C. The Union agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason taken by the City in reliance upon any authorization cards submitted by the Union of the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.

D. Dues deduction authorization shall be irrevocable for a period of one year and automatically renewed each year thereafter. Authorization may be withdrawn by an employee within the month

of his/her signing not revoked during such period it shall continue the balance of the contract year.

E. The Union will certify to the City in writing the current rate of membership dues. The City will be notified of any change in the rates of membership dues thirty (30) days prior to the effective date of such change.

F. Employees authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the City from an employee, the City agrees to deduct from the wages of the employee the amount of one half the total amount bi-weekly.

## **ARTICLE 11**

### **RETIREMENT**

A. Police and firemen are eligible to retire with ten (10) years of service at age 55 or with twenty (20) years of service at age of 50. The police officer or fireman must have served at least (5) five full years in police or fireman position to be eligible to retire at age 55 or at least twenty (20) years in a police or fireman position to be eligible to retire at age 50.

B. Any employee requesting an extension must be prepared to demonstrate physical, mental and emotional fitness to perform his/her duties. All pertinent facts regarding the work performance of the individual will be considered before granting such extension.

## **ARTICLE 12**

### **BUSINESS EXPENSES**

When employees are required to travel on official business, the City will pay reasonable amounts for transportation, meals, and lodging as provided by City policy.

## **ARTICLE 13**

### **Union Business Leave**

A. One (1) employee from the bargaining unit may be selected by the Union to be on the negotiation committee and be granted leave from duty with full pay, for all meetings between the City and the Union for the purpose of negotiating the terms of this contract, when such meetings take place during which such employee is scheduled to be on duty.

B. One employee Union representative may be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time during which such employee is scheduled to be on duty.

C. The Union shall notify the city of the designated representatives who shall be authorized to fill those positions.

**ARTICLE 14**  
**JURY DUTY/COURT APPEARANCE**

- A. A leave of absence with pay shall be granted to any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for the deposit in the general fund, all fees which he/she may receive as a witness or juror. The employee shall retain reimbursement for mileage and per diem.
- B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.
- C. The employee shall be responsible for completing the time report for days of court leave granted while absent from his/her regular duties.

**ARTICLE 15**  
**CLOTHING, UNIFORM**

Clothing

1. If required by the employee's department head with written approval from the City Clerk/Administrator or his designee, or if required by applicable OSHA requirements, the City shall furnish an employee protective clothing and any uniform.
2. When an employee performs duties which may result in the employee's clothes being stained because of contact with grease, lubricants or similar substances, the City shall make available to the employee protective clothing.
3. The City shall supply each fireman with \$876.00 per year for a uniform allowance, and the City will purchase the uniforms. This allowance shall be used to maintain and take care of issued uniforms and to replace worn out uniforms as needed.
4. The firemen shall be required to supply and maintain all bedding.
5. The firemen shall abide by the following Uniform Code.

Uniform Code for Ely Fire Department:

- A. Coveralls provided by City and maintained by City.
- B. Light blue shirts - Long or Short Sleeves.
- C. "T" Shirts - Summer uniforms Navy Dark Blue - with E.F.D. logo.

- D. Navy Blue Pants - Cotton - "Station Pants."
- E. Dark Shoes or Boots "Personal Pleasure."
- F. Badges will be worn on duty hours except with "T" shirts.
- G. Name Tags with Assistant Chief except F.P.O.
- H. Clean and presentable uniforms will be worn. If worn, hats must be clean and presentable reflecting the City of Ely Fire Department.

6. The Uniform Code may be changed by a mutual agreement between the Union and the City.

## **ARTICLE 16**

### Business Travel Expenses

City of Ely will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the City Clerk/Administrator or his designee. Employees will be compensated for business travel as outlined by FLSA.

Employees whose travel plans have been approved should make all travel arrangements through City of Ely's travel department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by City of Ely. Employees are expected to limit expenses to reasonable amounts.

City of Ely will pay employees for travel on City of Ely business on a per diem basis consistent with the amounts set for employees of the State of Nevada.

Any employee who is involved in an accident while traveling on business must promptly report the incident to the immediate supervisor. Vehicles owned, leased, or rented by the City of Ely may not be used for personal use.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

When travel is approved, the Employee should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this Business Travel policy, including falsifying expense reports to reflect costs not by the employee, can be grounds for disciplinary action, up to and including termination of employment.

## **ARTICLE 17**

### **MEDICAL AND LICENSE REQUIREMENTS**

A. Any and all fees and/or costs associated with employee requirements for licensing and, or examination necessary for continuing employment shall be paid for by the City.

B. Hepatitis-

The City will pay for a one time series of shots for all firemen.

## **ARTICLE 18**

### **Lay Off**

A. Seniority by classification shall be the only consideration in case of layoffs, demotions, and recalls. The City shall give written notice fifteen (15) days prior to an employee's layoff or demotion.

B. On re-employment from layoff, if returned, within one (1) year, the employee shall be reinstated to the classification held at the time of layoff or demotion.

## **ARTICLE 19**

### **Leave of Absence**

a. Leave of Absence Without Pay

1. Leave without pay may be granted only to an employee who desires to return to City service.

2. Leave without pay of less than thirty (30) days may be granted by the appointing authority.

3. Leave without pay of thirty (30) days or more may be granted for the good of the public service by the City Council.

4. The employee shall retain his/her status as a public employee and the pay,

leave and benefits accrued prior to the leave.

b. Leave of Absence With Pay

1. When an employee is subpoenaed on a jury or serves on a jury or as a witness in court; however, the employee shall claim any jury, witness or other fee to which he/she may be entitled by reason of such appearance and forthwith in general fund.

2. When it is impractical for a registered voter to vote before or after his normal working hours.

3. When an employee acts as a volunteer firefighter or provides similar service for the protection of life or property.

4. Authorized military training duties which may comply with the provision of NRS 412.078.

Unauthorized Absence

a. An unauthorized absence from work shall be treated as leave without pay, and may be a cause for disciplinary action.

b. An unauthorized absence for five (5) consecutive days shall be regarded as an automatic resignation from City employment.

**ARTICLE 20**

Sick Leave

a. All appointed officers and employees after six (6) months of continuous service, who are employed on a continuous full-time basis shall be credited with one and one-fourth (1 1/4) days of paid sick leave for each month of service. Department heads may allow emergency leave within probationary period, but shall be accrued to any accumulated sick or annual leave.

b. Employees hired on an intermittent or temporary basis of less than six (6) months shall not accrue leave. Should such an employee work a total of more than six (6) months, he/she shall earn leave at the time over six (6) months.

c. Sick leave accrual--bona fide reasons:

After an employee has accumulated ninety (90) days of sick leave credit, the amount of additional unused sick leave credit, which he is entitled to carry forward from one year to the next, is limited to one-half of the sick leave accrual during that year. The remaining one-half of the sick

leave accrual over ninety (90) days shall be placed in a separate account to be used by an employee under the following conditions:

1. The employee is suffering for a long term chronic illness. Chronic illness is defined as a disease or ailment that is a lasting condition for a period of months or years. It cannot be easily corrected within a short period of time and generally is not of a temporary disabling or incapacitating nature; and,

d. Absence due to employment-connected temporary disability

In the event an employee is absent due to an employment-connected temporary disability he may receive compensation as determined by the State Industrial Insurance Commission plus an amount from the City which would cause the total amount received by the employee to equal his salary at the time of his disability. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave. In the event compensation is not immediately established by the State Industrial Insurance Commission and the employee draws full sick leave pay from the City and subsequently receives State Industrial Insurance Commission compensation, he shall repay the City the amount of such compensation pay received to cover the period which was covered by City sick leave.

e. Employees are entitled to use sick leave only when incapacitated due to sickness or injury or when receiving necessary medical or dental service or examination or illness or death in his/her immediate family.

f. Upon retirement if an employee has sick leave accrued he/she shall be compensated up to 90 days pay.

## **ARTICLE 21**

### **BEREAVEMENT LEAVE**

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately.

Employees may have 3 days paid bereavement leave. Bereavement leave in excess of 3 days up to 2 additional days, will be charged against an employee's sick leave balance, if available. If there is no sick leave balance available, an Employee may have the additional 2 days bereavement leave charged against their available vacation leave or take time off without pay as the option of the Employee.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

City of Ely defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

## **ARTICLE 22**

### **MILITARY LEAVE**

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by City of Ely for the full term of the military leave of absence.

Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

## **ARTICLE 23**

### **GRIEVANCE PROCEDURE**

#### **DEFINITION**

A grievance shall be defined as a dispute between an employee, a group of employees, or the Union and the City which involves the interpretation, application, or enforcement of any provisions of the Agreement.

#### **TIME LIMITS**

The parties agree that the time limitations defined in this Article of the Agreement shall be adhered. A violation of a prescribed time limitation of this Article of the Agreement by the City shall cause

that, in the event of arbitration, the arbitrator be directed to consider such failure and apply the appropriate weight in rendering a decision. The parties of this Agreement may grant an extension to the requesting party if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.

## PROCEDURE FOR FILING

All grievances will be processed in the following manner:

### Step 1:

Within fifteen calendar days of the event giving rise to a grievance or knowledge the grievied employee will verbally present the grievance to his/her department head for review.

The grievied employee may request representation by an employee or non-employee Union Representative at this hearing. The department head shall, within fifteen working days of receiving the grievance render a written decision to the grievant. The department head response at Step One shall not be subject to the provisions of Section 2 of this Article. Both parties can mutually agree to extend timeline.

### Step 2:

Should the grievant be dissatisfied with the department head's response, the grievance shall be forwarded by the Employee to the mayor or his designee for further action within fifteen days of receipt of the department heads decision. The grievance will be reviewed and a decision rendered by two disinterested persons: "neutral decision makers". The neutral decision makers will be the mayor or his designee and another department head of the Employee's choice. The neutral decision makers will have fifteen days to review the grievance from the Employee and prepare a written determination. The neutral decision makers will determine the facts surrounding the grievance, determine what occurred and decide a proper course of action to resolve the grievance based on the union contract, the personnel policy manual and relevant law on point. If the neutral decision makers cannot agree to a resolution the matter will advance to Arbitration. The grievant may designate a person to assist in preparation of the grievance and in answering any questions posed by the neutral decision makers. The grievant may select the union steward or any other person, however, the grievant may only use a single representative during Step 2. Both parties may mutually agree in a written instrument to extend the timeliness.

### Step 3:

The Union may request arbitration of a grievance if the determination by the neutral decision makers is unsatisfactory to the Employee. The Union will notify the City in writing of such a decision within ten days of receipt of the decision rendered in Step 2. The union will request a list of arbitrators from the State of Nevada Arbitrators, who's arbitration rules and procedures will apply. On receipt, the parties will alternately strike names from the list until a single name remains to serve as an arbitrator. The Union will be the first party to strike a name from the list. Both parties may mutually agree in a written instrument to extend the timelines.

D. Arbitrators Authority

The decision of the arbitrator shall be final and binding on the parties and fully enforceable as a final judgment. The arbitrator will not add to, subtract from, or modify any of the terms of this Agreement, or any supplemental Agreement. The award of the arbitrator shall be based on the evidence presented at the hearing.

E. Expenses

The fees of the arbitrator and a court reporter will be borne equally by the union and the city. Each party will be responsible for its own witness fees, legal fees or preparation fees. City employees required to testify at the hearing during regular working hours will be paid their actual rate of pay and will return to his job duties as soon as time permits.

F. Compliance

The parties agree to comply with the arbitrator's decision within five working days of receipt of the decision. The arbitrator will render a discharge related decision within fourteen days of the hearing. All other decisions will be rendered within thirty days of the hearing.

G. Automatic Withdrawal or Advance of Grievance

In the event the grievant fails to adhere to timelines, grievances considered to be withdrawn. If City fails to respond within the timelines, grievance automatically advances to the next step.

## **ARTICLE 24**

### **SENIORITY**

A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority.

An employee's continuous service record (seniority) shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within 6 months, the break in continuous service shall be removed from the employee's records, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).

C. Continuous Service:

The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge from military service.

2. Authorized military leave for training duties not to exceed fifteen (15) working days in one (1) calendar year.

3. Authorized leave with pay which the City deems to be beneficial to the public service.

4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

5. Authorized leave without pay for more than (30) days which the City deems beneficial to the public service.

## **ARTICLE 25**

### **HOURS OF WORK**

1. Shift employees will work a total of 96 hours per cycle or go-around which represents working every other day for 24 hours.

2. The work schedule for shift employees shall consist of 24 hours on duty, 24 hours off duty, for (4) four consecutive turns, which completes a cycle.

a. Physical Fitness will be allowed up to 90 minutes per day during the workday, except during normal business hours from 8 am to 5 pm Monday through Friday.

3. Day employees shall be assigned duty for a total of 2080 hours per year, or regardless of shift arrangements an average workweek of (40) forty hours.

### **OVERTIME**

a. All hours of work officially ordered and approved in excess of an employee's basic work week is overtime.

b. Coverage for employees who are off work due to vacation, sick leave or other leave of absence will be rotated equitably, on a voluntary basis, between the 24-hour employees regularly scheduled to be off during the absence. 24-hour Employees shall be permitted to use trade days for coverage up to a thirty (30) day period, upon the Fire Chiefs approval. At no time will coverage be assigned prior to requesting voluntary coverage from 24-hour employees. If no 24-hour employees volunteer for coverage, an 8-hour employee will be assigned.

c. Overtime pay shall be paid on a time and one-half basis. Employees may choose to receive compensatory time in lieu of overtime, accrued at the time and one-half basis.

- d. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:
  - 1. Employees who earn overtime may with the approval of the City treasurer, elect overtime pay or compensatory time off work. Compensatory time off work will be granted at the rate of 1.5 hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to 96 hours compensatory time off. Employees have six months to consume compensatory time off banks to ninety six hours or less, or be paid at time and one half for each overtime hour worked.

**ARTICLE 26**  
**LONGEVITY PAY**

A. Upon completion of (5) years of continuous employment, an employee shall receive the following longevity pay:

JULY 1, 2012 TO JUNE 30, 2013

YEARS OF COMPLETED SERVICE	AMOUNT
5	\$450.00
6	\$500.00
7	\$550.00
8	\$600.00
9	\$650.00
10	\$700.00
11	\$750.00
12	\$800.00
13	\$850.00
14	\$900.00
15	\$950.00
16	\$1,000.00
17	\$1,050.00
18	\$1,100.00
19	\$1,150.00
20	\$1,200.00
21	\$1,250.00
22	\$1,300.00
23	\$1,350.00
24	\$1,400.00
25	\$1,450.00
26	\$1,500.00
27	\$1,550.00
28	\$1,600.00
29	\$1,650.00
30	\$1,700.00
31	\$1,750.00
32	\$1,800.00
33	\$1,850.00
34	\$1,900.00
35	\$1,950.00
36	\$2,000.00
37	\$2,050.00
38	\$2,100.00
39	\$2,150.00
40	\$2,200.00

Article 26, 1997 – 2000 Union Contract: The above schedule reflects the July 1998 Renegotiation agreement. And will be as stated through out the remainder of the contract

Effective July 1, 2008 longevity pay will increase \$50.00 for each year of completed service.

## ARTICLE 27

### HOLIDAYS

- a. The following are paid holidays for employees of the City of Ely:
1. New Year's Day
  2. Presidents Day
  3. Memorial Day
  4. Independence Day
  5. Labor Day
  6. Nevada Day
  7. Veteran's Day
  8. Thanksgiving Day
  9. Christmas Day
  10. Or any other holiday or national day of mourning that may be designated by the President of the United States and the Governor of Nevada. When a designated holiday falls on Saturday or Sunday, the Friday before the Monday after, respectively, shall be granted as a holiday.
  11. Martin Luther King Day
  12. Day after Thanksgiving
  13. Christmas Eve
  14. December 31
  15. (1) one Personal Day
- b. If a holiday falls during an employee's leave, it shall not be charged as leave.

### Holiday Pay

- a. Employees shall be paid at one and one half (1 ½) times their normal rate for hours worked on holidays which fall on their normal work day.
- b. An employee called back to work on a designated holiday, which is not his/her working day, shall receive his/her standard rate in addition to one and one half (1 ½) times their normal rate for hours worked.
- c. Fire department personnel will receive fourteen (14) days holiday pay per calendar year at their daily rate in December. If any national day(s) of mourning or holiday is designated, Fire department personnel will receive compensation for these extra days in December when they receive their established fourteen (14) days.

## ARTICLE 28

### VACATION BENEFITS

Vacation time off with pay is available to eligible employees. The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedules.

#### VACATION EARNING SCHEDULE FOR 8 HOUR EMPLOYEES

YEARS OF ELIGIBLE SERVICE	VACATION DAYS EACH YEAR
Upon initial eligibility	10 days
After 5 years	15 days
After 10 years	21 days

#### VACATION EARNING SCHEDULE FOR 24 HOUR EMPLOYEES

YEARS OF ELIGIBLE SERVICE	VACATION DAYS EACH YEAR
Upon initial eligibility	12 days
After 5 years	18 days
After 10 years	27 days

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of four (4) hours. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirement.

In the event an employee loses his/her driving privileges, the employee will be allowed to use accrued annual leave until the employee's driving privileges are restored or the employee's accrued annual leave is exhausted. The first incident of an Employee losing his/her driving privilege shall be allowed to use paid or unpaid leave up to ninety (90) days. The second incident of an employee losing his/her driving privilege shall be determined at the discretion of management, up to and including possible termination.

## **ARTICLE 29**

### **GROUP INSURANCE**

All employees shall have the privilege of participating in the City group insurance program as the same is or may hereafter be in effect.

## **ARTICLE 30**

### **STRIKES**

The Union agrees that there will be no strikes against the City under any circumstances.

For the purpose of this agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work, slowdowns, interruption of the operations of the City by the Union.

## **ARTICLE 31**

### **SAVINGS CLAUSE**

A. In the event that any provision of this agreement is or shall be rendered invalid by applicable legislation or be declared by court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire agreement. It is the express intention of the City and the Union that all other provisions not rendered invalid shall remain in full force and effect, and the parties shall enter into negotiations to bring the invalid section or sections into compliance.

B. This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiations or contact. Any such informal discussion is exempt from all requirements of notice or time schedule.

## **ARTICLE 32**

### **WARRANT OF AUTHORITY**

The City and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this agreement.

**ARTICLE 33**  
**SAFETY GRIEVANCE PROCEDURE**

STEP 1. An Employee shall immediately bring the safety matter to the attention of his or her department head. If the Department Head does not take immediate steps to remedy the serious condition which poses immediate threat of serious injury or death, the Employee may file a written Safety Grievance with the Department Head.

STEP 2. The Department Head will respond to the grievance within twenty four hours of the filing of the written grievance.

STEP 3. If the written response of the Department Head is unsatisfactory, the employee may present the grievance to the City Clerk/Administrator or his designee within twenty four hours. The City Clerk/Administrator or his designee will review the alleged unsafe condition and will make the final decision on the grievance within twenty four hours of receiving the grievance.

Copies of the safety grievance and the response at all levels will be provided to the appropriate Safety Committee.

**SAFETY COMMITTEE**

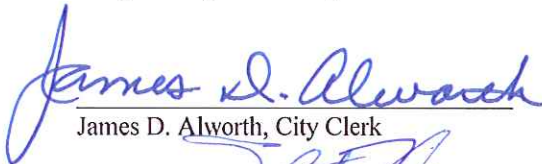
A safety Committee of two (2) representatives each, Union and the City will be set up to review safety concerns within the City. The Union representatives shall be appointed by the Union and the City representatives by the City. Regular Safety Meetings will be held no less often than every sixty (60) days. The recommendations of the Safety Committee will be provided to the City Clerk/Administrator or his designee and Union Stewards in written form no later than three (3) working days after the meeting on routine safety issues and immediately on critical safety issues.

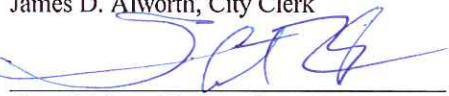
### EFFECT DATE AND DURATION

This agreement shall be in full force and effect from July 1, 2012 and shall continue on force until June 30, 2013. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

In Witness Whereof, the City and the Union caused these presents to be duly executed by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_.


#### **City of Ely Fire Department**

  
James D. Alworth, City Clerk

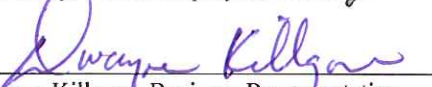
  
Shane Bybee, Ely City Councilman

#### **OPERATING ENGINEERS LOCAL UNION No. 3 of the IUOE, AFL-CIO**

  
Russ Burns, Business Manager

  
Jim Sullivan, Rec.-Corres. Secretary

  
Carl Carey, Public Employees Division

  
Dwayne Killgore, Business Representative

  
Scott Fullerton, Business Representative

  
Brian Cooper, Bargaining Committee

**CONTRACT**

OCT 15 2012

EXHIBIT A

July 1, 2012 through June 30, 2013

	Probation	Step 1	Step 2	Standard	10 years plus
<u>FIRE</u>					
Firefighter	\$42,300.85	\$44,838.91	\$47,529.21	\$50,380.98	\$50,884.79
Fire Prevention					
Office	\$39,253.68	\$41,608.89	\$44,105.43	\$46,751.76	\$47,219.27

Any Firefighter who obtains a certification to perform fire inspections for the City of Ely will receive a two percent (2%) increase in their salary.